

THE  
C A S E  
OF  
Mr. *D A C O S T A*  
WITH  
Mr. *MONMARTEL*,  
RELATING TO  
A Bill of Exchange.



L O N D O N :

Printed in the YEAR M.DCC.XXXVI.



Printed in the Year M.DCCCXIV



T H E

# C A S E of *Mr. Da Costa* with *Mr. Monmartel, &c.*

**T**H E following remarkable Case, where *Mr. Anthony Da Costa* was condemn'd by Arbitration, may serve as an Instance to inform Merchants, that they may involve themselves in Losses, notwithstanding they act with Justice, Equity, and Zeal, for the Interest of their Correspondents.

*Mr. Da Costa's* Arbitrator was *John Bristow, Esq;* to whom he gave the following Instructions.

**M***R. Le Maire*, Secretary to *Mr. De Charvigny*, desired to know of *Mr. Da Costa*, if he had an Order to pay him 400 Pounds; and if not, whether he would pay them by his Letter of Attorney to *Mess. Louis Guillemau* and Company in his Absence, he being then order'd to go to *France*. At that Time *Mr. Da Costa* had none; but after *Mr. Le Maire* was gone, he received the same, and, according to the Direction of *Mr. Le Maire*, he paid the Money to *Mess. Louis Guillemau* and Company, on the 21st of *Octob.* by virtue of the Letter of Attorney he had of *Mr. Le Maire* :  
A 2 which

which plainly shews the great Confidence and Credit reposed in Mess. *Guillemau* and Company.

Mr. *Anthony Da Costa* drew a Bill for *Paris* on *Thursday* the 23d of *October*, 1735. for Liv. 9389. 14. 8. payable to the Order of Mess. *Louis Guillemau* and Company, at  $30\frac{7}{8}$  per Crown, which is  $\frac{1}{8}$  more than the current Price of the Exchange that Day for *Paris*, makes 402 l. 13 s. Sterling.

On *Monday* the 27th of *October* in the Afternoon, Mr. *Louis Guillemau* died, and immediately they seal'd up the Compting-house; for which Reason, from the Instant of his Death, no further Payments were made, which happen'd before the second Bill was paid. And as the first Bill was at one Day's Date, and immediately indorsed unto D. *Pedro Nolasco Courvay* of *Paris*, the same was received there before the News came of the Death of the said *Guillemau*; since which Mr. *John Green*, the sole acting Executor, has taken out the Administration of Mr. *Guilleman's* Will, and refuses to pay the Value of the Bill, altho' the said Money was paid at *Paris* to Mr. *Courvay*, and credited to the Account of the deceased Mr. *Guillemau*, who at the Time Mr. *Da Costa* gave his Bill was in full Credit, as is publick and notorious.

The Gentleman for whose Account Mr. *Da Costa* drew the Bill pretends, that he has nothing to do with Mr. *Guillemau*, that he has paid the Bill he drew on him, and that if Mr. *Da Costa* did not receive the Money, the same is at his Peril; for that at the Time he gave the Bill he ought to have received Satisfaction for the same, notwithstanding no Commission was allow'd for standing *al Credere*, nor any Account was depending betwixt Mr. *Guillemau* and Mr. *Da Costa*, nor any  
Advan-

*Advantage whatsoever could accrue from it to the latter. And tho' this Case is so very plain, and the Law is intirely of Mr. Da Costa's Side, both here, and in all other Trading Parts, to avoid Law Charges, and to shew the Justice of his Cause, the said Mr. Da Costa left the same to be decided by Arbitration, and chose John Bristow, Esq; for his Arbitrator, promising to abide by what should so be determin'd.*

*Copy of Mr. VAN NECK's Instructions to his Arbitrator JOHN GORE, Esq;*

**T**HE 26th of October, N. S. Mr. Paris de Monmartel, of Paris, order'd Mr. Anthony Da Costa, of London, to pay for Account of said Monmartel to Mr. Le Maire 400 l. Sterling, and to reimburse himself, with the Charges, upon him of said Sum.

Mr. Da Costa paid said Sum the 21st of October, O. S. and here appears the Letter which Mr. Da Costa wrote to said Monmartel the 23d of said Month.

**B**T virtue of the Letter of Attorney of Mr. Le Maire, I paid to Mess. Louis Guillemau and Company for your Account 400 l. Sterling; and on the Back of the Letter of Attorney, which Mr. Le Maire left him, you'll find the Receipt. And for my Reimbursement I draw on you this Day, Livres 9389. 14. 8. Tournois, as noted at Foot.

Livres 9389. 14. 8. I draw on you this Day, to the Order of Mess. Louis Guillemau and Company, at one Day's Date, which, at  $30 \frac{7}{8}$  per Crown, amounts to 492 l. 13 s. Sterling, which I have cre-

*dated you ; and per Contra debited of said Sum,  
viz.*

	l. s.
<i>Paid to Mess. Louis Guillemau and Company, by virtue of the Letter of Attorney of Mr. Le Maire, . . .</i>	400 0
<i>Commission at <math>\frac{1}{2}</math> per Cent. . . . .</i>	2 0
<i>Brokeridge, . . . . .</i>	0 8
<i>Postage of Letters, . . . . .</i>	0 5
	<hr/> l. 402 13

The 14th of the following Month of *November*, N. S. the Bill which Mr. *Da Costa* had drawn on Mr. *Paris de Monmartel* being due, said Bill was paid to Mr. *Couvay*, he being the Bearer thereof.

The next Day, 15th of *November*, Mr. *Monmartel* received two Letters from Mr. *Anthony Da Costa*, one dated the 29th of *October*, and the other dated the 30th of said Month, O. S.

By the first, dated the 29th of *October*, Mr. *Da Costa* says, " That Mr. *Louis Guillemau*, to whom  
" he gave his first Bill of Exchange for his Reim-  
" bursment of said 400 l. Sterling, was dead,  
" and that he, *Da Costa*, had not received the Va-  
" lue for the second Bill."

By the Letter dated the 30th of *October*, Mr. *Da Costa* sends the Protest, done the same Day, with the second Bill of Exchange, to prove " that  
" he had not received the Value of it, and ad-  
vances, " that his Bill not being paid, the Risque  
" is for Mr. *Monmartel's* Account: Giving for  
his Reasons, " that the Custom in *London* is, that  
" when a Bill is drawn upon the Exchange, the  
" Pay-

“ Payment thereof is not made till the next  
 “ Post.”

Mr. *Da Costa* brings an Attestation, signed by a great many creditable Merchants, confirming said Custom, by virtue of which Mr. *Da Costa* desires to be free of all Risques.

Mr. *Monmartel* advances the contrary, and that it is precisely said Custom, which condemns Mr. *Da Costa* ; because “ that having given his  
 “ Bill on the *Thursday* 23d of *October*, he ought,  
 “ according to Custom, to have sent for the Pay-  
 “ ment the next Post after the second Bill, \* that  
 “ is to say, the *Monday* 27th of *October*, which  
 “ Day Mr. *Guillemau*’s Clerks did pay more than  
 “ 2000 *l.* for Bills of Exchange by him accepted  
 “ and due that Day, or for Bills of Exchange for  
 “ *Italy*, which he had taken the *Thursday* before,  
 “ of many Merchants. So that all that said *Guille-*  
 “ *mau* had to pay said *Monday* 27th of *October*,  
 “ was punctually paid † ; and Mr. *Da Costa* should  
 “ have been paid, if he had conform’d himself to  
 “ said Custom ; but having given his Bill at  
 “ Credit to receive the Money the *Thursday* fol-  
 “ lowing, 30th of *October*, that is to say, one  
 “ Post more than what is customary upon the  
 “ Exchange of *London* ; therefore Mr. *Da Costa*  
 “ is precisely condemn’d.

\* Which he did, as appears by Mr. *Julian*’s Oath.

† The contrary is evident from Mr. *Loftau*’s Declaration before Mr. *Delpeche*, Not. Pub.

*Copie des Raisons de Monf. VAN NECK a Mr.  
JOHN GORE, Esq; son Arbitrateur.*

**L**E 26. Octobre, 1735. N. S. Mr. Paris de Monmartel de Paris ordonne a Mr. Anthoine Da Costa de Londres de payer pour son compte a Monf. Le Maire l. 400 Esterlins, & de se renbourser sur luy de cette somme par a point avec le frais: Mr. Da Costa execute le payement le 21. Octobre, V. S. & voici l'extrait de la letre qu'il escrit le 23. du même mois a Monf. de Monmartel.

**J'**AT payé a Mess. Louis Guillemau & Compagnie par procuration de Monf. Le Maire 400 l. Esterlins pour vôtre compte, & vous trouveres le receu au dos de la procuration que Monf. Le Maire luy avoit laisse, & pour mon remboursement je vous tire aujourd'hui l. 9389. 14. 8. Tournois, comme par la note au pied. Ensuite est escrit.

L. 9389. 14. 8. Tournois que je vous ai tiré a l'ordre de Mess. Louis Guillemau & Compagnie a 1. jour de datte, qui a  $30 \frac{7}{8}$  font 402 l. 13 s. que je vous ay credittés, & par contre debitté la même somme, sçavoir,

Payé a Mess. Louis Guillemau & Compagnie par procuration de Mr. Le Maire,	400	0
Commission a $\frac{1}{2}$ per C.	2	0
Courtage,	0	8
Port de Letres,	0	5
	<hr/>	
	l. 402	13

Le

Le 14. du mois de *Novembre* suivant N. S. jour de l'écheance de la traite de Mr. *Da Costa* sur Monf. *Monmartel* elle fut payée a Mr. *Couway* de *Paris*, qui en est porteur.

Le 15. du mois de *Novembre* Monf. de *Monmartel* receut deux lettres de Monf. *Da Costa*, l'une du 29. *Octobre*, & l'autre du 30. du même mois V. S.

Par la lettre du 29. *Octobre* Monf. *Da Costa* marque, que Monf. *Louis Guilleman* a qui il avoit fourny la lettre premiere de changé pour renboursement des 400 l. Esterlins, étoit mort, & que luy *Da Costa* n'avoit point receu la valeur de la seconde.

Par la lettre du 30. *Octobre* Monf. *Da Costa* envoit un protest, fait le même jour, avec la seconde lettre de change, pour prouver qu'il n'en avoit point receu la valeur, & il pretend que le defaut de payement de sa traite est au risque de Monf. *Monmartel*, allegant pour se raisons, que l'usage a *Londres* est que quand on negocie une lettre sur la place, l'on donne un credit d'une poste a l'autre. Mr. *Da Costa* raporte une attestation signée de plusieurs fameux negotians, qui affirme cet usage, a la fauveur de laquelle Mr. *Da Costa* pretend être a couvert de tout risque.

Monf. *Monmartel* soutient au contraire, que c'est precisement cet usage, qui condamne Mr. *Da Costa*, parce que ayant fourni sa traite a Mess. *Louis Guilleman* & Compagnie le *Jeudy* 23. *Octobre*, il devoit suivant l'usage, envoyer recevoir le payement sur la seconde, la poste suivante, c'est a dire, le *Lundy* 27. *Octobre*, au quel jour les gens de Monf. *Guilleman* payerent plus de 2000 l. soit pour lettres de change par luy acceptees & echues ce jour la,

la, soit pour des lettres de change sur *Italie*, qui'l avoit prises le *Jeudy* precedent de divers negotians ; en forte que tout ce que *Guillemau* avoit a payer le dit *Lundy 27. Oëtobre* fut pontuelement payé, & *Monf. Da Costa* auroit été également payé s'il se étoit exactement conformé a l'usage au lieu, que ayant donné sa lettre a credit & aux conditions de n'en recevoir le payement que le *Jeudy 30. Oëtobre*, c'est a dire, une poste plus qu'il n'est l'usage de la place de *Londres*, fait precisement sa condamnation.

On the 19th of *April*, 1736. *Mr. Da Costa* was appointed to meet *Mess. Gore, Bristow, and Gaultier*, at *Garraway's Coffee-house* at Four o'Clock, which he did, as likewise *Mr. Van Neck*, who deliver'd the above Paper to the Arbitrators, and told them, that Paper contain'd all that he had to say. In Answer to which Paper *Mr. Da Costa* produced an Affidavit, sworn by *Moses Henriquez Julian jun.* before *Sir Edward Bellamy*, that on the 27th of *Oëtobre* he demanded at the House of *Mr. Guillemau* Payment for *Mr. Da Costa's* second Bill, which amounted to 402 *l.* 13 *s.* Sterling ; to which he was answer'd, that as *Mr. Guillemau* was just dead, which was about Three o'Clock in the Afternoon, no further Receipts or Payments could be made that Day. Besides this, *Mr. Da Costa* prevail'd upon *Mr. Delpech*, Notary Publick, to shew to the Arbitrators, that *Sir Theodore Jansen*, (who is a Gentleman of that Honour and Integrity, as not to declare before a Notary Publick any thing, but what is really so, especially if the same should be to defraud the rest of the Creditors of *Mess. Louis Guillemau and Company*, ) had given them several Bills for *Italy*, which were to be paid on *Monday* the 27th of *Oëtobre*, which was the Day on which *Mr. Guillemau* died, and demanded Pay-  
ment

ment for said Bills that Day ; and was answer'd by Mr. *Loftau*, that nothing could be paid ; for that as soon as Mr. *Guillemau* died, the Compting-house had been seal'd up. From whence it plainly appears, that no Payment whatsoever was made from the Death of Mr. *Guillemau* ; and that tho' Mr. *Da Costa* had given his Bill upon Condition to be satisfied the *Monday* or *Thursday* following, yet said Bill was demanded on the *Monday*, as several others, to which Answers were given, that no Payment could be made from the Death of Mr. *Guillemau*. Wherefore in this strict Sense, as Mr. *Da Costa* did demand his Money that Day, as appears by the Oath of Mr. *Julian jun.* and was not paid, which happen'd likewise to several others, it is plain that Mr. *Paris de Monmartel*, (to whom, he believes, the Bill doth not belong, but to another Great Man, who is indebted above 1600*l.* to Mr. *Guillemau* and Company's Estate,) might easily have cover'd himself of this Bill ; and as all the Day is allow'd, and in the Afternoon they did not pay in strictest Rigour, and Mr. *Da Costa* demanded his Money in Compliance with the Time, and sent away the Protest the *Thursday* following, nothing was wanting on Mr. *Da Costa's* Side. And as to the Allegations on the other Part, concerning the Limitation of eight Days, which Mr. *Guillemau* might have, if he desired, for the Payment of the Bill, it seems to be something extraordinary ; for if the Case was as they represent, the Trust given was only three Days ; for till *Monday* is what is due to the Remitter. Besides, it appears by the Letter of Mr. *Monmartel*, as likewise by that of Mr. *Da Costa*, sent to Mr. *Bristow*, that the Decision of the Arbitration ought to have been upon the Point, " Whether a Man who draws a Bill in  
*London* ought to receive his Money at the same  
" time ;

“ time ; and if not, be liable to all Accidents  
 “ which may happen, for not receiving the  
 “ same?”

*Copy of Mr. MOSES HENRIQUEZ JULIAN  
 junior's Deposition.*

I *Moses Henriquez Julian jun.* do declare upon Oath, That on 23. *October*, 1735. I adjusted with Mr. *Anthony Da Costa*, to give his Bill for 402 l. 13 s. for *Paris*, at one Day's Date, at 30  $\frac{7}{8}$  per Crown, to the Order of Mess. *Louis Guillemau* and Company, with whom I agreed to pay the second Bill the *Monday* following, and if not, the *Thursday* the 30. *October*. The said Mr. *Guillemau* died the *Monday* 27. ditto, on which Day I went to his House, and spoke with his Clerks of his Compting-house about some Bills I took for *Spain* of said Gentleman, and was answer'd, that they hoped they would be punctually paid. Afterwards I ask'd them the Payment of the second Bill for 402 l. 13 s. to which they answer'd, that Mr. *Guillemau* was just dead, and that every thing remain'd in Suspence till further Time, but that every thing would be duly satisfied. *London*, the 19th of *April*, 1736.

Sign'd by

*Moses Henriquez Julian jun.*

Sworn before me this Day,  
 19. *April*, 1736.

Sign'd *Ed. Bellamy*.

NB. 1. Mr. *Delpech* drew up the Bonds of Arbitration, without shewing them first to Mr. *Da Costa*, till they were engross'd, and ready to be sign'd, which Mr. *Da Costa* did, thinking his Case so plain as not to admit of any Controversy.

2. The two first Arbitrators not agreeing, chose *Samuel Holden*, Esq; for their Umpire, but afterwards set him aside, and chose *James Gaultier*, Esq; for what Reason Mr. *Da Costa* knows not.

The following is the Award given by the said Gentleman: After reciting the Matters as above, it runs thus;

“ Now know ye, That I the said *James Gaultier*, Umpire, named and chosen as aforesaid, having duly weigh'd and consider'd the above-mention'd several Allegations of the said Parties in Difference, and having also heard and understood, and duly and maturely weigh'd and consider'd the other several and respective Sayings, Allegations, and Proofs of the said Parties in Difference, touching the said first and second Bill of Exchange; and it appearing unto me, that the said *Anthony Da Costa* had given unto the said *Lewis Guillemau* and Company eight Days Credit for the Payment of the Value of the said second Bill of Exchange; whereas it is and has been the constant Practice of Merchants in this City to demand and receive Payment of the Money on second Bills of Exchange for *Paris*, the next following Post-day after the  
“ Deli-

“ Delivery of the first of such Bills of Exchange :  
 “ Therefore I the said *James Gaultier*, taking  
 “ upon me the Charge of the said Umpirage and  
 “ Award, and being minded, as much as in me  
 “ lieth, to settle a good Accord between the said  
 “ Parties in Difference, concerning the said first  
 “ and second Bill of Exchange, do thereupon  
 “ make and put in Writing this my Umpirage  
 “ and Award between them, as followeth ; that is  
 “ to say, First, I do hereby award, order, and  
 “ determine, That the Payment of the said first  
 “ Bill of Exchange so made by the said *Paris de*  
 “ *Monmartel* as aforesaid, shall be deem’d and  
 “ taken as a good Payment made for the own pro-  
 “ per Account and Risque of the said *Anthony Da*  
 “ *Costa*, and that the said *Anthony Da Costa* shall  
 “ bear and sustain all Loss that hath, shall, or may  
 “ happen on Account of the said *Lewis Guillemau*  
 “ and Company’s not having paid the Value of  
 “ the said second Bill of Exchange as aforesaid :  
 “ Secondly, I do hereby award and order, That  
 “ the said *Paris de Monmartel* shall, within thirty  
 “ Days next ensuing the Day of the Date hereof,  
 “ deliver up, or cause to be deliver’d up, unto or  
 “ for the Use of the said *Anthony Da Costa*, his  
 “ Executors, Administrators, or Assigns, the Ori-  
 “ ginal of the said first Bill of Exchange so paid  
 “ by the said *Paris de Monmartel* as aforesaid, in  
 “ order for the said *Anthony Da Costa*, his Execu-  
 “ tors, Administrators, or Assigns recovering for  
 “ his or their own Use, from the Executor or Exe-  
 “ cutors of the said *Lewis Guillemau*, deceased,  
 “ the Amount of the Value thereof, or such Part  
 “ thereof as he or they can get ; and that there-  
 “ upon the said *Anthony Da Costa* and the said  
 “ *Paris de Monmartel* shall execute unto or for  
 “ the Use of each other, a good and sufficient Re-  
 “ lease

" lease or Discharge concerning the said first and  
 " second Bill of Exchange, and the Monies so  
 " paid on the said first Bill of Exchange: And,  
 " Thirdly, I do hereby award and order, That  
 " upon the said *Anthony Da Costa's* allowing that  
 " the Payment of the said first Bill of Exchange  
 " so made by the said *Paris de Monmartel* as  
 " aforesaid, is a good Payment made for the own  
 " proper Account of the said *Anthony Da Costa*,  
 " and upon the said *Paris de Monmartel's* deliver-  
 " ing up, or causing to be deliver'd up, the Original  
 " of the said first Bill of Exchange, and upon  
 " the said *Anthony Da Costa* and the said *Paris de*  
 " *Monmartel's* executing unto or for the Use of  
 " each other a good and sufficient Release or Dis-  
 " charge concerning the said first and second Bill  
 " of Exchange, and the Monies so paid on the  
 " said first Bill of Exchange, in Manner as afore-  
 " said, all Disputes and Differences whatsoever  
 " between the said Parties concerning the said first  
 " or second Bill of Exchange, shall utterly cease  
 " and determine: And, Lastly, I do hereby award  
 " and order, That each of the said Parties shall  
 " bear and pay his own Charges towards this  
 " Award, and other Writings or Things hereto-  
 " fore any ways made relating thereto. In Witness  
 " whereof I the said *James Gaultier* have to two  
 " Parts of these Presents of the same Tenor and  
 " Date set my Hand and Seal, in *London*, the  
 " Twenty-third Day of *April*, in the Ninth Year  
 " of the Reign of our Sovereign Lord *GEORGE*  
 " the Second, by the Grace of *GOD*, King of  
 " *Great Britain, France, and Ireland*, Defender of  
 " the Faith, and in the Year of our Lord One  
 " thousand Seven hundred and Thirty-six."

*Jam. Gaultier.*

It is proper to repeat here, that this Award is the more extraordinary, as Mr. *Da Costa* proves, that the Bill was demanded the *Monday* in the Afternoon, and that Mr. *Loftau* declared, that from the Death of Mr. *Guillemau* the Compting-house being seal'd up, no Receipts or Payments were made ; to which no Proofs to the contrary have appear'd to Mr. *Da Costa* from any body. And tho' the Bill should have been actually agreed not to be paid, but on the *Thursday* following, which appears to the contrary, by the Demand above made, no Prejudice accrued to Mr. *Monmartel*, since about Three o' Clock the House stopt Payment.

Mr. *Da Costa* in what he did had no further View, than the Benefit of his Correspondent, to whom he advanced the Money, and got One-eighth of a Penny Advantage in each *French Crown*, as appears by the Prices current both of Mr. *Medina* and Mr. *Sbergold*, of the 23d of *October* last.



Mr.

Mr. DA COSTA's Letter to Mr. PARIS DE  
MONMARTEL.

Londres, 11. Novemb. 1735.

Monf. Paris de Monmartel,

J'AY l'honneur de la vôtre du 17. Octobre, avec le certificat que vous m'envoyes de vos gens de comerce touchant ma lettre, auquel je trouve si peu de raison en ce qu'il avance, que je suis prêt de mettre nôtre difference en arbitrage icy a *Londres* sur le point auquel vous mettez tant de force, qui est que quand on fournit une lettre pour compte d'autre, on doit recevoir au même temp l'argent, & en cas qu'on ne le fasse pas, que le risque est pour compte du tireur, & non pour celui du comestant. Et pour cela s'il vous plait vous pouvez choisir un negotiant de vôtre part, & j'en choisirai un autre de la mienne, & si lesdeux ne s'accordent pas, qu'ils ayent pouvoir de choisir un troisieme, & en cas qu'ils trouvent que vous ayez raison, je prendray le risque pour mon compte, mais étant de contraire opinion le risque fera pour vôtre compte. — Et pour ce qui regarde aux inconveniens monstreux trop aisé a concevoir, cela ne s'entend pas avec de perſones comme Mr. P. de Monmartel & moy, mais avec des gens qui n'ont ni conscience ni honneur, & tout ce que je puis vous dire c'est, que si j'étois en vôtre cas, je n'aurois pas fait la moindre difficulté avec Monf. P. de Monmartel de prendre le risque sur moy, voyant si clairement que ce que j'ai agi est selon la coûtume ordinaire dirigée en vôtre interest, & en cas qu'on voulusse pretendre d'être payé pour la traite le jour qu'on

B

donne

donne la lettre, il faudroit tirer avec beaucoup de defavantage dans le change, & être tenu en compte de redicule de vouloir proposer des choses hors la regle generale de comerce. Ainsi vous voyez que de ma part il n'y a eu aucune complaisance, & que la personne a qui j'ay donné la lettre étoit en tres bon credit.

*Mr. Paris de Monmartel,*

I AM favour'd with yours of the 17th of *Decemb.* by which you send me a Certificate from your Merchants concerning my Letter, and I find so little Reason in what it advances, that I am ready to refer our Difference to be decided by Arbitration here in *London* upon the Point you put so much Stress on, which is, that when a Person furnishes a Bill for Account of another, he ought at the same time to receive the Money; and in case he does not do it, that then the Risque is for Account of the Drawer, and not of the Principal. And as to that, you may chuse, if you please, a Merchant on your Part, and I will chuse another on mine, and if these two cannot agree, let them have a Power to chuse a third; and in case they shall find that you are in the right, I will take the Risque for my Account; but being of a contrary Opinion, the Risque shall be for your Account.— And as to what regards the monstrous Inconveniencies easily to be conceived, that must not be understood betwixt Persons like *Mr. Paris de Monmartel* and myself, but People who have neither Conscience nor Honour. And all that I can say to you is, that if I was in your Case I should not have made the least Difficulty with *Mr. P. de Monmartel* to take the Risque upon me, it being evident that what I did is according to the  
com-

common Custom directed for your Interest ; and in case a Person should pretend to be paid for the Draught the Day he delivers the Bill, he would be obliged to draw with great Disadvantage in the Exchange, and be look'd upon as ridiculous for pretending to propose Things contrary to the general Rule of Commerce. Thus you see that on my Part there has been no Complaisance, and that the Person to whom I gave the Letter was in very good Credit.



common fund directed for your interest; and  
in case of a failure should proceed to be paid for the  
Brought the day he delivered the Bill, he would  
be obliged to draw with him the Bill, and  
the exchange, and be a party to the  
proceeding to proceed to the  
Bank of England, and you find that  
the Bank of England has been  
the Bank of England, and the Bank of England  
in any and every case.



